INDEX TO VOLUME XI.

DIGEST.

PAGE

Action—Joinder of in case of loss payable to mortgagee.....406
— Jurisdiction in case of agreement as to contribution for expenses where policy issues and loss occurs in another State—Pleadings. 81
— Right of.....643
— Right of in case of loss payable to.....161
— Right of in case of fire caused by railroad—Negligence.....885
— Who should sue on a policy..162
Adjacent buildings—Increase of risk —Expert evidence.....801
Adjustment is a new contract—Fraud as a defense.....611
— As evidence of waiver of proofs of loss.....328
— Usage of—General average.....404
Administrator—Title to proceeds of policy—Life tenant.....809
— Title of to proceeds of part payable to legal representatives....403
Admissibility—Of evidence.....564
— Of oral evidence.....405
— Of parol evidence.....403
Agency—Damages in case of wrongful removal from—Expert evidence..... 82
— Of broker as to receipt of premium.... 883
Agent—Act of as an estoppel.....486
— Authority of..... .492, 648
— Authority of—Cancellation 242
— Authority of in the absence of limitation as to assent to alienation..... 83
— Authority of or principal to rebuild.....882
— Authority of to settle claims 881
— Claim for prospective damages for discharge—Pleading — Evidence of experts.....561

PAGE

— Conduct of as waiver of prompt payment of premium..... ...728
— Construction of indorsement by..727
— Declarations of as evidence.....881
— Effect of failure to pay assessment in case of assignment with consent of..... 481
— Evidence of as to renewal and premium.....172
— Evidence of authority of to insure must be furnished.....801
— Indorsement by—Vacant.....492
— Knowledge of 491
— Knowledge of in case of vacancy. 83
— Liability of surety.....162
— Notice of change of residence to.881
— Of company or insured—Knowledge of vacancy..... 83
— Of owner or insured.....882
— Payment of premium to before application is accepted does not bind company..... . 83
— Power of company to revoke appointment.... .....561, 643
— Refusal of policy as different from contract by.....489
— Responsibility for false answers in application..... 162
— Right to recover for services when discharged.....802
— Statement to—Valuation 330
— Valuation by—When conclusive..330
— Waiver of premium by.....649
— Waiver of prompt payment by...808
— Waiver of provisions in policy by.561
— What constitutes valid payment of premium to.....883
— Wrongful conversion by—Practice.....326
Alienation—Authority of agent to assent to in the absence of limitation..... 83
— Foreclosure as.....325

INDEX TO VOLUME XI.

DIGEST.

PAGE

Action—Joinder of in case of loss payable to mortgagee.....406
— Jurisdiction in case of agreement as to contribution for expenses where policy issues and loss occurs in another State—Pleadings. 81
— Right of.....643
— Right of in case of loss payable to.....161
— Right of in case of fire caused by railroad—Negligence.....885
— Who should sue on a policy..162
Adjacent buildings—Increase of risk —Expert evidence.....801
Adjustment is a new contract—Fraud as a defense.....611
— As evidence of waiver of proofs of loss.....328
— Usage of—General average.....404
Administrator—Title to proceeds of policy—Life tenant.....809
— Title of to proceeds of part payable to legal representatives....403
Admissibility—Of evidence.....564
— Of oral evidence.....405
— Of parol evidence.....403
Agency—Damages in case of wrongful removal from—Expert evidence..... 82
— Of broker as to receipt of premium.... 883
Agent—Act of as an estoppel.....486
— Authority of..... .492, 648
— Authority of—Cancellation 242
— Authority of in the absence of limitation as to assent to alienation..... 83
— Authority of or principal to rebuild.....882
— Authority of to settle claims 881
— Claim for prospective damages for discharge—Pleading — Evidence of experts.....561

PAGE

— Conduct of as waiver of prompt payment of premium..... ...728
— Construction of indorsement by..727
— Declarations of as evidence.....881
— Effect of failure to pay assessment in case of assignment with consent of..... 481
— Evidence of as to renewal and premium.....172
— Evidence of authority of to insure must be furnished.....801
— Indorsement by—Vacant.....492
— Knowledge of 491
— Knowledge of in case of vacancy. 83
— Liability of surety.....162
— Notice of change of residence to.881
— Of company or insured—Knowledge of vacancy..... 83
— Of owner or insured.....882
— Payment of premium to before application is accepted does not bind company..... . 83
— Power of company to revoke appointment.... .....561, 643
— Refusal of policy as different from contract by.....489
— Responsibility for false answers in application..... 162
— Right to recover for services when discharged.....802
— Statement to—Valuation 330
— Valuation by—When conclusive..330
— Waiver of premium by.....649
— Waiver of prompt payment by...808
— Waiver of provisions in policy by.561
— What constitutes valid payment of premium to.....883
— Wrongful conversion by—Practice.....326
Alienation—Authority of agent to assent to in the absence of limitation..... 83
— Foreclosure as.....325

PAGE

Alienation—In case of mortgage....806
Annotations—
— Agents power to accept notice of cancellation 285
— Effect of fraud on the life contract.445
— Liability for losses by lightning..384
— Rule of apportionment.....118
— Transfer of interest among partners..... 53
— Wives' policies in case of benevolent societies.. 217
Answer — Other insurance without consent must be set up in.....727
Appeal—Admissibility of evidence on.....722
Application—Construction of 730
— Construction of answers as to sickness in case of sunstroke—Knowledge of examiner..... 3
— Construction of terms sickness and disease in 241
— Effect of representation in when made a warranty..... 88
— Evidence.....488
— Fraud—Burden of proof as to answer in.. 802
— Misrepresentation in—Intemperance 805
— Payment of premium to agent does not bind company until the acceptance of..... 83
— Responsibility of agent for false answers in.....162
Appointment—Power of company to revoke—Agent.....561, 643
Arbitration—Award in case of.....163
— Defect of service.....488
— Stipulation when binding.....321
Arson—By husband does not vitiate wife's policy when... 321
— Evidence as to 721
— Firing dwelling for sake of insurance.....803
Assessment — Acceptance of as waiver.....722
— An illegal not a lien.....167
— Evidence of payment of 881
— Failure to pay in case of assignment without consent of agent..482
— Non-payment of — Expulsion — Benevolent association.....242
— Waiver of over-insurance.....487
Assessment Plan—Construction of policy as to liability when on the.....407
Assignment—After loss is valid..... 84
— As a waiver of incumbrance.....483
— Consent to other insurance does not follow an.....404
— Effect of failure to pay assessment —In case of with consent of agent.....481

PAGE

— Inconscionable exaction for—Requisites of valid..... 242
— Of claim.....725
— Of part interest in the absence of insurable interest — Title to fund. 481
— Of wife's policy after death of wife 7
— Principles of.....643
— Requisites for valid.....242
— Rights of creditors in wife's policy.562
— Set-off against.....322
— Validity of—Of endowment procured for purposes of fraud .. 403
Attachment—Effect of title in case of483
Authority—Of agent..... 492, 648
— Of agent—Cancellation.....243
— Of agent in the absence of limitation..... 83
— Of agent to rebuild.....882
— Of agent to settle claims.....881
Averment—Of valuation.... 648
Beneficiary—Who is the—Benevolent society.....401
Benevolent association—By-laws of as to sickness—Pleading.....243
— Power of expulsion for non-payment of assessment.....242
— Title to insurance fund..... 89
Benevolent Society—Construction of statute — Rights of members—Duties of trustees—Construction of certificates.....562
— Construction of order as to forfeiture.....883
— Constitution and by-laws in place of a policy—Suicide.....883
— Failure to pay assessment.....883
— Non-payment of dues—Agency..164
— Pleading in case of.....172
— Power of expulsion for non-payment of dues.....164
— Title to funds of.....163
— When a life company—What is a complete contract—Who is the beneficiary..... 401
Bondsman—Suit against—Taxation.176
Burden of proof..... 648
— As to answers in application.. ..802
— In case of warranty.... 730
— Seaworthiness..... 175
By-laws—When charter and do not control terms—Premium note.. 87
Cancellation—In case of non-payment of premium note—Waiver and tender back of premium...402
— Non-payment of premium.....721
— Of policy.....565
— Requisites for — Authority of agent.....243
— Return of unearned premium must be shown.....164

PAGE

Capital stock—Liability for subscription 244
— Set-off against subscription 244
Carpenter's risk — Construction of Policy..... 84
Carrier — Responsibility for cotton shipped in open cars..... 165
— Responsibility of railroad in case of connecting lines..... 85
Certificate—Construction of.. 89
— When void..... 562
Change of title—Foreign company..325
Charter—When and by-laws do not control terms—Premium note.. 87
Claims—Limitation of proof of—Insolvency..... 244
Code—Policy not an evidence of debt within the meaning of 246
Collision—Measure of damages — Rights of insurers subrogated to the claim.....803
— Proximate cause of loss in case of.324
Company—Payment of premium to agent does not bind until application is accepted by 83
— Power of to revoke appointment—Agent..... .. 561, 643
— Responsibility for acts of officers.168
— Valuation of plan of organization of..... 651
— Waiver of consent by.....724
Commission merchant—What constitutes other insurance on stock of.....405
Commissions—Allowable to receivers.....485
Construction—Of answers in application in regard to sickness.... 3
— Of Policy—Carpenter's risk..... 84
— Of certificates—Benevolent society..... ... 89, 562
— Of conditions concerning forfeitdre 723
— Of contained in.....407
— Of indorsement by agent.....727
— Of indorsement by agent—Vacant, 492
— Of Iowa code.....614
— Of Massachusetts statute—Taxation 650
— Of open or valued policy.....729
— Of open river contract with produced contract attached..... 86
— Of policy as to liability when on the assessment plan.....407
— Of policy as to other insurance 166, 173
— Of policy as to renewal.....172
— Of policy—Keeping and storing.806
— Of right to bring action.....162
— Of statute—Benevolent society..562
— Of terms of contract.....565

PAGE

— Of policy—Limitation Mortgage—Construction regarding provision of policy..... 724
— Of terms sickness and disease in application 241
Contained in—Construction of.....407
Contract—Construction of terms of..565
— Enforcement of by equity.....644
— Entire or separable..... 89
— Liability on premium note when policy is refused as differing from with agent..... 489
— Measure of damages in case of breach—Amount of recovery in case of paid-up policy—Pleading. 165
— Reformation of in case of insurance of trustees of railroad mortgage..... ..246
— What constitutes complete.....166
— What is a complete.....401
— Whether entire or separable.....170
— With mutual company when complete..... 166
Contribution—For jettison of deck load.....404
— Principle of apportionment in case of policies on grain elevators—Construction as to other insurance.....166
Corporation—Garnishment in case of dissolution.....805
Counter claim — Practice—Act of agent..... 326
Creditor—Rights of.....329
Custom—Evidence of.....489
Damages—In case of wrongful removal of agency..... 82
— Measure of—Collision.....803
— Measure of in case of breach of contract.....165
Deck load—Contribution for jettison of..... 404
Demurrer—Effect of—Evidence....615
— Removal to Federal Court—Practice.....807
Deposit—Garnishment of..... 4
— Rights of receivers and policyholders to deposit 245
Disease—Construction of in application.....241
Dissolution—Effect of on title of property of company—Insolvency.....483
— Garnishment in case of corporation.....805
Distillery—When vacant..... 90
Dues—Non-payment of—Benevolent Society.....164
Endowment—Validity of assignment of procured for purposes of fraud..... 403

PAGE

Equity—Enforcement of contract by.644
Error—Effect of in valuation.....566
—Writ of—Practice.....488
Estoppel—Act of agent as an.....486
Evidence—As to arson.....721
— As to damages.....648
— As to incumbrances.....408
— Adjustment as to waiver of proofs of loss.....328
— Admissibility of.....564
— Admissibility of oral.....405
— Admissibility of on appeal.....722
— Delayed witness.....614
— Effect of demurrer.....645
— Expert—Adjacent buildings—Increase of risk.....801
— Knowledge of medical attendant as — Depositions — Privileged Communications.....555
— In case of fire caused by railroad.885
— Not of debt within the meaning of the code—Policy.....246
— Of agent as to renewal.....172
— Of authority of agent to insure must be furnished.....801
— Of custom.....489
— Of expert.....4, 82, 641
— Of payment of assessments.....881
— Of proofs of loss.....728
— Parol—Admissibility of.....403
— Sufficiency of to sustain a verdict.323
— Wrongful conversion by agent...326
Examiner—Knowledge of..... 3
Execution — Without delivery of trust deed.....490
Expenses—Measure of Liability under a valued policy..... 884
Expert—Evidence of.....4, 82, 641
Exposure—Condition of warranty...730
Expulsion—Power of for non-payment of assessment—Benevolent association.....242
Foreclosure—Alienation as.....325
Forfeiture — Construction of policy conditions concerning—Acceptance of premiums as a waiver—Misrepresentations regarding health 722
— For non-payment of premium...564
— Through failure to make returns. 86
— Through other insurance waived by proofs of loss.....728
— Waiver of for non-payment of premium.....327
— Waiver of—Other insurance.....171
— When other insurance works a...806
Foreign company—Suit by service of process 482
— Suit on premium note affected by responsibility of but not by imperfection in statement of.....322
— Validity of mortgage in case of..325
— Validity of premium note in case of..... 5
Fraud—Burden of proof as to answers in application 802
— Effect on validity of policy—Validity of assignment of endowment procured for purposes of —Title of administrator to proceeds of part payable to legal representatives — Admissibility of parol evidence 403
— Stock procured through.....329
— Validity of assignment of endowment procured for purposes of.403
Fund—Title to.....481
— Title to in case of benevolent association..... 89
Garnishment—Compliance with condition of policy as to proofs of loss a condition precedent—Arbitration.....167
— In case of dissolution of corporation.....805
— Liability of premium note assessments in case of dissolution....885
— Of deposit..... 4
General average—Contribution for jettison of deck load—Usage of adjustment 404
— Under valued policy expenses....844
Heirs—Legal — Title to insurance money 809
Husband—Arson by does not vitiate wife's policy.....321
— Rights of to assignment of wife's policy after death of wife..... 7
— Title as between and wife.....329
Increase of risk—Adjacent buildings—Expert evidence.....801
— Vacant..... 7
Incumbrance — Assignment as a waiver of.....483
— Construction of clause in policy..724
— Failure to state tax lien and contract to lease..... 86
— Illegal assessment not a lien.....167
— Void mortgage and lease not..... 6
— Warranty in case of.....408
Indorsement—By agent—Vacant...492
— Construction of by agent.....727
Insolvency—Commissions allowable to receiver.....485
— Effect of death of plaintiff or defendant.....483
— Effect of dissolution on title to property of corporation, in case of attachment—Effect of death of plaintiff or defendant.....483
— Limitation of proofs of claims....244
— Practice — Effect of subsequent solvency — Attachment — Measure of value of policy 168

PAGE

Insolvency—Rights of policy-holders and receivers to deposit...245
— Liability of stockholders...174, 805
— Statute is constitutional—Reinsurance—Test of—Responsibility of company for acts of officers, 168
— Test of.....168
Insurable interest—Assignment of part interest in the absence of...481
— Of assignee.....491
Intemperance — Misrepresentations in application.....805
Interest—Insurable.....648
— When allowed on policy claim...190
Jettison—Contribution for of deck load.....401
Jurisdiction—In case of agreement as to contribution for expenses where policy issues and loss occurs in another State..... 81
— In case of foreign company.....645
Keeping and storing—Construction of policy.....806
Knowledge—Of agent.....491
— Of agent in case of vacancy..... 83
— Of examiner..... 3
Lease—Failure to state contract of not an incumbrance..... 86
— Possession under executory not a change of title..... 89
— Void mortgage and not imcumbrances..... 6
Legal heirs—Title to insurance money.....809
Liability—For subscription—Capital stock.....214
— Measure of—Reinsurance.....490
— Of surety—Agent.....162
— When misrepresentations will not relieve from..... 87
Lien—An illegal assessment not a...167
Lightning—What constitutes a loss by within the meaning of the policy—Sufficiency of evidence to sustain a verdict.....323
Limitation—Authority of agent in the absence of..... 83
— Construction of clause in policy..723
— Of proof of claims.....244
— Of suit—Acts of agent as an estoppel.....486
— Validity of—When the clause begins to run.....486
Loss—Assignment after is valid 84
— Liability in case of negligence of insured.....487
— Pleading as to amount of.....246
— Proximate cause of in case of fire due to collision 324
— Right of action in case of payable to.....161

PAGE

Magistrate's certificate..... 4
Medical examiner—Fees as payment of premium.....649
Members—Rights of.....562
Misrepresentations—As to incumbrances—Warranty.....408
— As to title of house and furniture. 89
— Effect as to ownership..... 88
— In application—Intemperance....805
— Regarding health..... 722
— When will not relieve from liability..... 87
Mortgage—Action in case of insurance by mortgagee—Foreclosure as alienation.....325
— Application of insurance money..724
— Not an alienation—Title—Sole ownership.....806
— Railroad—Reformation of contract—Trustees.....246
— Rights of creditor.....329
— Validity of in case of foreign company—Change of title.....325
— Void, and lease not incumbrances 6
— Without consent forfeits policy—Entire or separable contract....170
Mortgagee—Action in case of insurance by—Foreclosure..... .325
— and mortgagor.....882
— Joinder of action in case of loss payable to..... 406
— Lien of on policy for benefit of mortgagor — Assignment of claim 725
— Clause—Effect of in case of misrepresentation as to ownership. 88
Mortgagor—Lien of mortgagee for benefit of 725
— and mortgagee 882
Mutual company—Effect of by-laws on vacancy.....651
— What constitutes complete contract with.....166
Negligence—Liability for of insured.487
Negligence—What constitutes.....882
Non-payment—Of dues—Agency...164
— Of premium note—Cancellation 402, 721
— Of premium—Waiver of forfeiture for.....327
Note—Installment—Construction...565
Notice — Affidavit of — Denials of proofs not a denial of.....726
— And proofs of loss—What is reasonable time.....647
— Magistrate's certificate—What is immediate—In case of other insurance 4
— Of death.....488
— Other insurance without—Waiver.171
— What is immediate..... 4
Oral evidence—Admissibility of....405

PAGE

Officers—Responsibility of company for acts of....168
Other insurance — Breach of warranty....647
— Consent to does not follow an assignment....404
— Construction of indorsement of consent by agent....727
— Construction of policy as to....173
— Effect of where other policies are invalidated so as to reduce the amount insured within the required limits....
— Forfeiture for—Waived by proofs of loss....728
— Representation and warranty in case of....565
— What constitutes....166
— What constitutes in case of insurance on stock of commission merchants — Admissibility of oral evidence....405
— What is notice in case of.... 4
— When works a forfeiture.... 306
— Without consent must be set up in answer....727
— Without notice—Waiver of forfeiture....171
Over-insurance — Assessments a waiver of....487
Over-valuation—What will and what will not forfeit....245
Ownership — Effect of mortgagee clause in case of misrepresentation as to.... 88
— In case of mortgage....806
Parol agreement by the company....173
Parol contract—Burden of proof—Authority of agent....648
Parol evidence—Admissibility of ...403
Parties—Joiner of—Practice....491
Partners—Effect of transfer between, on renewal.... 6
Payment—Waiver of prompt of premium note....173
Pleading—As to amount of loss—Non-payment of premium.... 246
— Averment of valuation—Insurable interest—Evidence as to damages....648
— Averment of complaint....406
— Benevolent association....243
— In case of agreement as to contribution for expenses for loss in another State.... 81
— In case of benevolent society....172
— In case of paid-up policy....165
— In case of transfer between partners.... 6
Policy—Amount of recovery on paid-up.... 165
— Construction of carpenter's risk.. 84

PAGE

— Construction as to term of renewal—Evidence of agent as to certificate of renewal and premium.172
— Construction of as to liability when on the assessment plan....407
— Construction of relative to other insurance on whaling vessel....173
— Construction of — Keeping and storing....806
— Construction of open river contract with produce contract attached—Forfeiture through failure to make returns.... 86
— Effect of fraud on validity of....403
— Effect of representation when made a warranty by.... 88
— Evidence....488
— Liability for premium note on...489
— Measure of liability under valued.884
— Measure of value....168
— Mortgage without consent forfeits170
— Not an evidence of debt within the meaning of the code....246
— Title to proceeds of—Life tenant and administrator....809
— Waiver of provision in by agent.561
— What constitutes loss by lightning within the meaning of....323
— When failure to deliver does not avoid.... 87
— When interest is allowed on claim.170
— Who should bring action....162
— Holders—Rights of to deposit—Insolvency....245
Practice—Action—Notice of death—Application....488
— Demurrer — Removal to federal court....807
— Direction of verdict by the court.408
— Joinder of parties....491
— Valuation—In case of insolvency.168
— Writ of error—Waiver of defective service—Arbitration — Policy without application as evidence....488
— Wrongful conversion by agent—Evidence—Counter claim....326
Premium—Acceptance of as waiver.722
— Agency of broker as to receipt of.883
— Application of dividend to payment of — Impaired health — Usage....514
— Conduct of agent as a waiver of prompt payment....728
— Effect of acceptance of medical examiner's fees as part payment —Waiver by agent—Notice calling for payment as waiver....619
— Evidence of agent as to....172
— Non-payment of—Cancellation...721
— Return of unearned must be shown—Cancellation....164

PAGE

Premium — What constitutes valid payment of..a.....883
— Payment of to agent does not bind company until application is accepted.....83
— Waiver and tender back of.....402
— Waiver of policy for non-payment of.....327
— Waiver of prompt payment by acts of agent—Equitable relief 808
Premium note—Cancellation in case of non-payment of.....402
— Construction of term of contract in case of installment note.....565
— Liability on when policy is refused as differing from contract with agent—Cancellation clause..489
— Liability of as assessments in case of dissolution.....885
— Non-payment of.....246
— Suit on by foreign company.....323
— Validity of in case of foreign company—Unauthorized insurance.. 5
— Waiver of prompt payment—Sickness—Usage—Parol agreement—Tender.....173
— When charter and by-laws do not control it terms.....87
— When misrepresentation will not relieve from liability—Failure to deliver policy will not avoid....87
Process—Service of on foreign company.....645
Produce contract—Construction of open river contract with attached.....86
Prohibited risk—Saltpetre.....650
Proof—Burden of—In case of warranty.....730
— Burden of—Parol contract.....648
— Burden of—Seaworthiness.....175
Proofs of loss—A condition precedent to garnishment.....167
— Adjustment as evidence of waiver.328
— Evidence of.....728
— Notice.....647
— Objections to waiver of.....490
— Questions of law or fact.....808
— Requirement of as a waiver of forfeiture through other insurance.728
— Waiver of.....330, 491, 728
— Waiver of—Sufficiency of.....328
Railroad—Responsibility of—Carrier 85
Rebuild—Authority of agent to rebuild.....882
Receiver—Commissions allowable to.485
— Rights of to deposit—Insolvency.245
Reformation—Of contract in case of insurance of trustees of railroad mortgage.....246
Re-insurance—In case of insolvency.168
— Relief—Equitable—Premium....808

PAGE

— Liability of stockholder in case of insolvency.....174
— Payment of re-insured as a measure of liability.....490
— What is permissible.....174
Removal—To Federal Court.....807
Renewal—Seal in case of.....6
Representation — And warranty — Other insurance.....565
— By insured.....330
— Effect of in application when made a warranty—Title—Effect of mortgagee clause in case of misrepresentation as to ownership.....88
— Promissory as to repairs.....175
Representatives—Title of administrator to proceeds payable to legal.....403
Responsibility—Of railroad in case of connecting lines—Carrier.... 85
Right—Of action.....643
Rights—Of members.....562
Risk—Construction of carpenters... 84
— Increase of—Vacant..... 7
— Location of—Construction of contained in.....407
Saltpetre—Prohibited risk.....650
Seal—In case of renewal..... 6
Seaworthiness — Promissory representations as to repairs—Burden of proof.....175
Service—Of process—Against foreign corporations.....482, 645
— Waiver of defective.....488
Services—Rights of agent to recover for when discharged.....802
Sickness—By-laws as to—Benevolent association.....243
— Construction of in application...241
— Does not excuse prompt payment.....173
Stipulation — Arbitration — When Binding.....321
Stockholder—Liability of for assessment—Insolvency.....323
— Liability of in case of insolvency, 174, 805
Stock—Subscription to — Procured by fraud.....329
— What constitutes other insurance on of commission merchant...405
Subrogation—Rights of insurers in case of collision.....803
— Right of action in case of fire caused by railroad—What constitutes negligence—Evidence..885
Subscription—Liability for—Capital stock.....244
— Set-off against—Capital stock....244
— To stock — Procured through fraud.....329

PAGE

Surety—Liability of—Agent 162
— Trust—Rights of Creditor—Mortgage.....329
Surrender—Of wife's policy, rights of creditors.....562
Taxation — Construction of Massachusetts Statue.....555
— Effect of error in valuation.....566
— Suit against bondsman.....176
Tax lien—Failure to state not an incumbrance 86
Tenancy—Vacant in case of..... 7
Tenant—Life - And administrator—Title to insurance money.....809
Tender—Of premium note.....173
Trust—Surety—Rights of creditor—Mortgage.....329
Trust deed—Execution without delivery of.....490
Trustees—Duties of.....562
Title—As between husband and wife.329
— Assignment—Insurable interest..491
— Change of—Foreign company....325
— Effect of dissolution on to property of corporation in case of attachments 483
— Effect of transfer between partners in case of renewal—Void mortgage and lease not incumbrances—Pleadings..... 6
— In case of mortgage.....806
— Misrepresentation as to ownership—Mortgagee clause 88
— Misrepresentation as to in case of house and furniture—Entire or separable contract..... 89
— Objections to waiver of proofs of loss—Execution with delivery of trust deed.....490
— Of administrator to proceeds payable to legal representatives.403
— Of warehouseman in grain.....651
— Possession under executory lease not a change of. 89
— To fund.....481
— To funds of benevolent society. 163
— To insurance fund in case of benevolent association—Construction of certificate..... 89
— To insurance money—Legal heirs.809
— To proceeds of policy—Life tenant and administrator.....809
Unauthorized insurance..... 5
Usage—As to payment of premium.564
— Of the company.....173
Vacant—Effect of by-laws of mutual company 651

PAGE

— In case of tenancy—Increase of Risk..... 7
— Indorsement by agent 492
— What is in case of distillery..... 90
Valuation—Admissibility of evidence as to.....564
— By agent when conclusive 330
— Construction of policy—Open or valued 729
— Effect of error in..... .. 566
— Of plan of organization of company—Fraud 651
— Representations — Statement to agent—Waiver of proofs of loss.330
Waiver—And tender back of premium..... 402
— Adjustment as evidence of proofs of loss.....328
— Assignment as a of incumbrance.483
— Of defective service.....488
— Of forfeiture for non-payment of premium 327
— Notice calling for payment as a waiver 649
— Of over-insurance by accepting assessments 487
— Of policy provision by agent.....561
— Of prompt payment by conduct of agent.... ....728, 808
— Of prompt payment of premium note.....173
— Of proofs of loss..328, 330, 491, 728
— Of proofs of loss—Objections to.490
Warehouseman—Title of in grain—Liability of..... ..651
Warranty — And representation — Other insurance.....565
— Breach of—Other insurance.....647
— Effect of representation when made a by policy..... . 88
— Misrepresentation as to incumbrances—Practice—Direction of verdict by the court—Evidence.408
— So far as the facts are known to applicants—Burden of proof—Exposures 730
— Wife—Title as between husband and.....329
Wife's policy—Assignment – Right of husband to dispose of after death of wife..... 7
— Construction of—Action.....162
— Rights of creditors in case of surrender..... 562
— When arson by husband does not vitiate.....321
Woman—Assignment by married...491

CASES REPORTED AND DIGESTED.

		Rep.	Dig.
Ætna Ins. Co. vs. Kittles et al	Ind. S. C	433	406
Ætna Life Ins. Co. vs. Nixon	Ind. S. C	570	641
Alabama Gold Life Ins. Co. vs. Anderson	Ala. S. C	***	329
Alkan vs. New Hampshire Ins. Co.	Wis. S. C	125	83
Alliance Ins. Co vs. McKnight	Ill. S. C	***	802
American Ins. Co. vs. Barnett	Mo. S. C	104	89
American Ins. Co. vs. Gallagher	Ind. S. C	107	87
American Ins. Co. vs. Leonard	Ind. S. C	300	246
American Ins. Co. vs. McWhorter	Ind. S. C	147	87
American Ins. Co. vs. Neiberger	Mo. S. C	514	489
American Ins. Co. vs. Prenell	Ind. S. C	393	322
American Ins. Co. vs. Smith	Mo. S. C	13	5
American Underwriters' Ass'n vs. George	Pa. S. C	841	801
Ames vs. Northwestern Manufacturers' Mut. Ins. Co	Minn. S. C	677	726
Armstrong vs. Mutual Life Ins. Co. (with Annotations by the Editor of the Insurance Law Journal.)	U. S. C. C., N. Y	411	403
Attorney General vs. Continental Life Ins. Co	N. Y. C. A	303	244
Attorney General vs. North American Life Ins. Co.	N. Y. C. A	451	485
Aurora F. & M. Ins. Co. vs. Hopkins M'f'g Co	Mich. S. C	341	325
Barber vs. F. & M. Ins. Co	W. Va. S. C. A	***	728
Barnes vs. McGill et al. vs. Hartford F. Ins. Co. (with Annotations by the Editor of the Ins. Law Journal.)	U. S. C. C., Minn	110	166
Baxter et al. vs. Hartford Fire Ins. Co	U. S. S. C., Ind	600	651
Becker vs. Farmers' Mutual Ins. Co	Mich. S. C	595	651
Beckman vs. Wilson	Cal. S. C	732	555
Behrens vs. Germania Ins. Co	Iowa S. C	787	721
Bennecke vs. Connecticut Mutual Life Ins. Co	U. S. C. C	293	247
Bent vs. Hart	Mo. S. C	194	174
Birmingham Ins. Co. vs. Kronk et al	Pa. S. C	735	726
Bishop et al. vs. Clay F. & M. Ins. Co	Conn. S. C	257	247
Bolton vs. Bolton	Me. S. J. C	***	401
Briggs vs. National Life Ins. Co.	U. S. C. C., Mass	850	808
Brighthope Railway Co. vs. Rogers	Va. S. C. A	898	885
Caulfield vs. Continental Ins. Co	Mich. S. C	639	565
Cannon vs. Home Ins. Co	Wis. S. C	741,171	727
Caplice vs. Kelly	Kan. S. C	272	242
Carey vs. Hoopes	Pa. S. C	***	322
Cates vs. Bales et al	Ind. S. C	682	652
Chicago Life Ins. Co. vs. Needles	Ill. S. C	202	168
Commercial Union Ins. Co. vs. Scammon	Ill. S. C	355	325
Commonwealth vs. Makely	Mass. S. J. C	***	863
Connecticut Mut. Life Ins. Co. vs. Commonwealth et al	Mass. S. J. C	692	650

	Rep.	Dig.
Continental Ins. Co. vs. Ware ..... Ky. C. A.	***	245
Continental Life Ins. Co. vs. Kepler ..... Ind. S. C.	814	807
Culbertson vs. Cox, Adm'r. ..... Minn. S. C.	817	809
Curtis vs. Mutual Benefit Life Ins. Co. ..... Conn. S. C.	***	172
Davenport Fire Ins. Co. vs. Day ..... Iowa S. C.	***	174
Davis vs. Niagara Ins. Co. ..... U. S. C. C., Ill.	592	561,643
Detroit F. & M. Ins. Co. vs. Commercial Mutual Ins. Co. ..... Ohio S. C.	549	490
Dillebar vs. Home Life Ins. Co. ..... N. Y. C. A.	9	4
Ellsworth vs. Ætna Ins. Co. ..... N. Y. C. A.	544	487
Farmers' Ins. Co. vs. Butler ..... Ohio S. C.	749	729
Fisher, Adm'r, vs. Schiller Lodge No. 11. ..... Iowa S. C.	***	164
Fletcher, Ex'r, vs. New York Life Ins. Co. ..... U. S. C. C., Mo.	734	802
Franklin Fire Ins. Co. vs. Gruver ..... Pa. S. C.	835	801
Funke vs. Minnesota Farmers' Mutual Fire Ass'n. Minn. S. C.	830	806
Gauche & Pieser vs. London & Lancashire Ins. Co. ..... U. S. C. C., La.	361	321
Germania Life Ins. Co. vs. Rudwig ..... Ky. C. A.	603	561
Godchaux vs. Merchants' Mutual Ins. Co. ..... La. S. C.	698	641
Graham vs. Firemen's Ins. Co ..... N. Y. C. A.	64	88
Hamilton et al. vs. Granger's L. & H. Ins. Co. ..... Ga. S. C.	310	244
Handy et al. vs. Ætna Ins. Co ..... Ohio S. C.	120	81
Hartwell vs. Alabama Gold Life Ins. Co. ..... La. S. C.	897	805
Hays vs. Lycoming Fire Ins. Co. ..... Pa. S. C.	912	885
Hazleton vs. Manhattan Ins. Co. ..... U. S. C. C., Ill.	331	404
Herbert vs. Mutual Life Ins. Co. ..... U. S. C. C., Oregon.	567	644
Home Ins. Co. vs. Holwell et al. ..... Iowa S. C.	***	162
Hower vs. State Ins. Co. ..... Iowa S. C.	359	404
Humboldt Fire Ins. Co. vs. Mears ..... Pa. S. C.	847	806
Ins. Co. of N. A. vs. St. L., I. M. & S. R. R. Co. ..... U. S. C. C., Mo.	182	165
Irish Catholic Benevolent Ass'n vs. O'Shaughnessy ..... Ind. S. C.	307	343
Judge et al vs. Connecticut Fire Ins. Co. and New York Bowery Fire Ins. Co. ..... Mass. S. J. C.	843	806
Knickerbocker Life Ins. Co. vs. Trefz ..... U. S. S. C.	17	3
Lamar Ins. Co. vs. Gulick ..... Ill. S. C.	337	323,805
Landers vs. Hartford Life & Annuity Ins. Co. ..... U. S. S. C., Mo.	437	407
Lewis vs. Manufacturers' F. & M. Ins. Co. ..... Mass. S. J. C.	184	173
Life Association of America vs. Fassett ..... Ill. S. C.	497	483
Little vs. Eureka F. & M. Ins. Co. ..... Ohio S. C.	417	402
Liverpool & London & Globe Ins. Co. vs. Gœhring ..... Pa. S. C.	91	163
Lockwood vs. Middlesex Mutual Ins. Co. (With Annotations by the Editor of the Ins. Law Journal) ..... Conn. S. C.	40	4
Lovejoy et al. vs. Hartford Fire Ins. Co. ..... U. S. C. C., Ill.	186	167
Lowell M'f'g Co. vs. Safeguard Ins. Co. ..... N. Y. C. A.	423	405
Lueders vs. Hartford Life & Annuity Co. ..... U. S. C. C., Mo.	437	407
Lunt vs. Boston Marine Ins. Co. ..... U. S. C. C., N. Y.	158	175
Lycoming Fire Ins. Co. vs. Storrs, assignee ..... Pa. S. C.	519	481
McCutcheon's Appeal ..... Pa. S. C.	597	562
McGowan vs. People's Mut. Fire Ins. Co. ..... Vt. S. C.	209	170
Machen vs. Lamar Ins. Co. ..... N. Y. C. A.	619	564
Masonic Mutual Benefit Society vs. Beck ..... Ind. S. C.	755	722
Mass. Mutual Life Ins. Co. vs. Robinson ..... Ind. S. C.	***	162
Mechanics' & Workingmen's Build. & L. Ass'n vs. Millville Mut. M. & F. Ins. Co. ..... N. J. C. E. A.	70	83
Merchants' & Mechanics' Ins. Co. vs. Vining ..... Ga. S. C.	***	330
Miller's Appeal ..... Pa. S. C.	287	244
Mills et al. vs. Robstock et al ..... Minn. S. C.	923	884
Moch et al. vs. Virginia F. & M. Ins. Co. ..... U. S. C. C., Va.	657	645

	Rep..	Dig.
Mohr & Mohr Distilling Co. vs. Insurance Companies	U. S. C. C., Ohio	546	482
Mutual Life Ins. Co. vs. Girard Life Ins. Co., Adm'r	Pa. S. C	540	564
Nashville Life Ins. Co. vs. Matthews & wife	Tenn. S. C	219	165
N. Y. & Boston Despatch Express Co. et al. vs. Traders & Mechanics' Ins. Co	Mass. S. J. C	278	324
N. Y. Life Ins. Co. vs. Universal Life Ins. Co	N. Y, C. A.	290	246
Niagara Fire Ins. Co. vs. Scammon	Ill. S. C	614, 731	647
Niagara Ins. Co. vs. Green et al.	Ind. S. C	150	82
Olmstead vs. Keys et al.	N. Y. C. A	55	7
Otterbein vs. Iowa State Ins. Co.	Iowa S. C	75	83
Palmer & Co. vs. Factors' & Traders' Ins. Co.	La. S. C	135	86
Penn Mutual Aid Society vs. Corley	Pa. S. C	493	488
Perry & Wife vs. Faneuil Hall Ins. Co	U. S. C. C., R. I.	387	328
Perry & Wife vs. Mechanics' Mut. Ins. Co	U. S. C. C., R. I.	390, 491, 321,	409
Phœnix Ins. Co. vs. Benton	Ind. S. C	634	647
Phœnix Mutual Life Ins. Co. vs. Walrath	Wis. S. C	344	326
Pickersgill vs. Lycoming Fire Ins. Co.	Pa. S. C	739	805
Piedmont & Arlington Life Ins. Co. vs. Wallin	Miss. S. C	79	4
Pottsville Mutual Fire Ins. Co. vs. Minnequa Springs Improvement Co	Pa. S. C	892	883
Providence & Stonington Steamship Co. vs. Phenix Ins. Co	N. Y. C. A	887	884
Richmond, Adm'r, vs. Johnson, Adm'r. (With Annotations by the Editor of the Ins. Law Journal.)	Minn. S. C	215	163
Robertson vs. Metropolitan Life Ins. Co.	N. Y. C. A	351	327
Rothschild vs. American Central Ins. Co. With Annotations by the Editor of the Ins. Law Journal)	Mo. S. C	282	243
Royal Ins. Co. vs. McCrea, Manny & Co	Tenn. S. S	508	487
Rundal et al. vs. Life Association of America	U. S. C. C., La	249	245
Runkle vs. Citizens' Ins. Co.	U. S. C. C., Ohio	94	164
Sabotta vs. St. Paul F. & M. Ins. Co.	Wis. S. C	429	408
St. Louis Ins. Co. vs. St. L., Va. F. H. & I. R. R. Co	U. S. S. C	28	85
Sampson vs. Security Ins. Co.	Mass. S. J. C	448	407
Scott vs. Home Ins. Co.	Wis. S. C	177	172
Selvage vs. John Hancock Mut. Life Ins. Co.	U. S. C. C., N. Y.	653	728
Shaffer vs. Mutual Fire Ins. Co.	Pa. S. C	***	166
Smith vs. State Ins. Co.	Iowa S. C	673	644
Spensley vs. Lancashire Ins. Co. (With Annotations by the Editor of the Ins. Law Journal).	Wis. S. C	371	323
State *ex rel* Attorney-General vs. Standard Life Association	Ohio S. C	577	562
State *ex rel* Travelers' Ins. Co. vs. Harris	Ind. S. C	155	176
Steamboat *Potomac* et al. vs. Cannon	U. S. S. C	24	803
Steen vs. Niagara F. Ins. Co.	N. Y. C. A	523	483
Stevens vs. Hayden	Mass S. J. C	***	725
Stout vs. Commercial Union Assur. Co	U. S. C. C., Ind.	688	650
Supple vs. Iowa State Ins. Co.	Iowa S. C	782	721
Supreme Knights of Honor of the World vs. Abbott	Ind. S. C	907	883
Supreme Lodge Knights of Honor of the World vs. Johnson	Ind. S. C	251	242
Thatch vs. Metropole Ins. Co.	U. S. C. C., Ill.	199	161
Thompson vs. Knickerbocker Life Ins. Co.	U. S. S. C	97	173
Traders' Ins. Co. vs. Farwell, Collector	Ill. S. C	589	566
Turner vs. Granger L. & H. Ins. Co.	Ga. S. C	***	329

	Rep.	Dig.
Union Central Life Ins. Co. vs. Cheever ..... Ohio S. C.....	264	241
United Brethren Mutual Aid Society vs. McDermond ..... Pa. S. C	916	881
U. S. Life Ins. Co. vs. Ludwig..... Ill. S. C.....	700	643
Universal Life Ins. Co. vs. Binford et al. ..... Va. S. C. A.....	225.	168
Wachtel vs. B nevolent Society ..... N. Y. C. A.....	***	164
Walsh vs. Vermont Mut. F. Ins. Co..... Vt. S. C.....	530	487
Warnock, Adm'r, vs. Davis et al..... U. S. S. C.....	459	482
Waynesboro Mutual Fire Ins. Co. vs. Conover... Pa. S. C.....	413	486
Wilburn vs. Wilburn et al..... Ind. S. C.....	811	809
Wilcutt vs. Northwestern Ins. Co..... Ind. S. C.....	622	645
Wilkins vs. Germania Fire Ins. Co..... Iowa S. C.....	790	730
Worley, Adm'r, vs. N. W. Masonic Ass'n..... U. S. C. C., Iowa....	141	89

LOWER AND FOREIGN COURT DECISIONS.

Adams, Adm'r, vs. Nat. Mut. Ben. Ass'n et el. (Title to insurance money)....710
Ætna Ins. Co. vs. Paul. (Recovery back of premium in case of concealment)..314
Alexander, Receiver, vs. Katte. (Parties to action for restoration of canceled notes)..... 556
Black et al. vs. National Ins. Co. (Effect of subsequent insurance by the mortgagor)..... 875
Bradfield vs. Union Mutual Ins. Co. (Effect of by-laws on mutual insurance companies)..... 855
Cincinnati Coffin Co. vs. Home Ins. Co. (Validity of arbitration under the Ohio Valued Policy Law) 396
Citizens Ins. Co. vs. Kountz Line. (Authority of agent—Liability of carriers)..795
Citizens' Ins. Co. and Queen Ins. Co. vs. Parsons. (Power of legislature to impose on insurance companies—Regulation of trade)..... 863
Farrell vs. Mercur. Waiver of by-laws by benevolent ass'n)..... 716
Filer, estate of Emeline R. (Bonds of guarantee company)..... 853
Franklin Life Ins. Co. vs. Platt, Auditor, etc., et al. (Debts and credits for purposes of taxation)..... 708
Isherwood et al. vs. New York Life Ins. Co. (Right of action to recast profits of foreign corporation)..... 827
Knickerbocker Casualty Ins. Co. vs. Jordan, Adm'r. (Accidental death by drowning)..... 475
People vs. Mut. Endowment & Accidental Ass'n. (Assessment companies not subject to the deposit law)..... 959
Standard Fire Ins. Co. vs. Wren. (Policy as evidence of damages.—Instructions)..... 718
Swenson vs. Girard F. & M. Ins. Co. (Right of replacement—After unreasonable delay)..... 235

PAGE
Wallace, Adm'r, vs. Franklin Life Ins. Co. (Forfeiture for non-payment of premiums) 467
Williams vs. Young Men's Mut. Life Ass'n. (Notice of assessment) 793

DIGEST OF DECISIONS OF LOWER AND FOREIGN COURTS.

Brooks vs. Standard Fire Ins. Co. (What constitutes watchman) 400
Castellain vs. Preston. (Subrogation in case of sale of premises) 559
Cory vs. Barr. (Risk insured against—Barratry—Free from capture) 559
Glanz vs. Gloecker. (Title to beneficiary) 560
Penn Mutual Life Ins. Co. vs. Thackera et al. (Fixtures—Gas fixtures not part of realty) 400
Reese vs. Smyth. (Insolvency—Rights of receiver and of policy-holders in case of re-insurance) 399
Smith vs. National Life Ins. Co. (Substitution of new for old policy) 559

CASES AND AUTHORITIES CITED.

PAGE

Abbott et al. vs. Edgerton.....156
Abbott vs. Ins. Co.....104
Abell vs. Lothrop.....533
Adair vs. Brimmer.....453
Adam's Equity.....531
Adams vs. Wilson.....514
Adler vs. Milwaukee Brick Co..337, 338
Adsit vs. Lieb et al.....590
Ætna Ins. Co. vs. Kittles.....636
Ætna Life Ins. Co. vs. France...22, 444
Albert Life Ins. Co. *In re*.....222, 230
Alexander vs. Horner. 557
Allen vs. Furbish.....514
Allen vs. Hoyt.....813
Allen vs. Ins. Co.....533
Allen vs. Montgomery R. R. Co.....196
Allen vs. Noffinger.....109
Allen vs. Ward. 303
Allen et al. vs. Peoria R. R. Co.....590
Allens vs. Merchants' Mut. Ins. Co. 511, 834
Alliance Ins. Co. vs. Swift.....283
Allis vs. Ware.....216
Alston vs. Mechanics' Ins. Co..... 67
American Bank vs. Baker.....596
American Horse Ins. Co. vs. Patterson.....149
American Ins. Co. vs. Butler.....395
American Ins. Co. vs. Cutler..... 14
American Ins. Co. vs. Gilbert.....531
American Ins. Co. vs. Henley.....302
American Ins. Co. vs. Story.....639
American Leading Cases.....511
Ames vs. New York Union Ins. Co. 525, 526
Anderson vs. Fitzgerald.66, 68, 526, 607
Anderson vs. Read.....220
Anderson vs. St. Louis Mut. Life Ins. Co.....470
Anderson vs. Thornton.....419
Andree vs. Fletcher.....553
Andrews vs. Downing.....624
Angell on Fire and Life Ins.569, 638, 704
Angell & Ames on Corporations. 501, 596, 664, 858

PAGE

Angelrodt vs. Delaware Ins. Co.114, 119
Ansonia Brass Co. vs. New Lamp. etc. Co..... 303
Appleby vs. Astor Fire Ins. Co..... 69
Appleton vs. British America Assurance Co..... 746
Archer vs. Merchants & Mechanics Ins. Co.....681, 690
Armen vs. Harden.....631
Armstrong vs. Pierson.....783
Armstrong vs. Turquand, 757, 758, 759, 777, 778
Arnould on Insurance.159, 160, 316, 553 889, 890
Ashley vs. Ashley... .....57, 58
Assignments of Life Policies, Law of 58
Associated Firemen's Ins. Co. vs. Assum.....105, 214
Atkinson vs. Newcastle & Gateshead Waterwork Co.....280
Atlantic Ins. Co. vs. Wright.....317
Attorney-General vs. Atlantic Mutual Life Ins. Co.....452
Attorney-General vs. Guardian Mut. Life Ins. Co.....303, 305, 306
Attorney-General vs. North American Life Ins. Co... .....453, 456
Attorney-General vs. Security L. & A. Ins. Co..... 305
Aurora F. & M. Ins. Co. vs. Eddy..616
Aurora F. & M. Ins. Co. vs. Johnson.....301, 436, 635
Ayeres vs. Hartford Fire Ins. Co....531
Babbett vs. Clark 816
Babcock vs. Ins. Co.....374, 385
Bailey vs. Homestead Fire Ins. Co 529
Ballou vs. Gile..... 218
Baltimore Fire Ins. Co. vs. Loney. 114, 119
Baker vs. Roberts 686
Baker vs. Union Ins. Co..... ...533
Bank vs. Baker..... 859
Bank of Commerce vs. New York City.... 589
Bank Tax Case..... 589

PAGE

Barbour's Ch. Pr.....337
Barden vs. Smith.....373
Barnes vs. Union Mutual Fire Ins. Co.....105, 214
Barnum et al. vs. Childs.....419
Barret et ux. vs. Gaston ex'r. Breese.507
Barry vs. Equitable Assur. Society, 63, 446
Barry vs. Ashley.....822
Barton vs. Thompson.....790
Bashford vs. Shaw.....551
Bates' Digest.....531, 532
Bates vs. Norcross.....104
Baxter vs. Payne.....373
Bayley vs. Taber.....14
Beatty vs. Lycoming Ins. Co.....369
Becquet vs. McCarthy's Adm'r.....667
Bedford R. R. Co. vs. Bowser.....196
Behler vs. German Ins. Co.....628
Belden vs. Perkins.....705
Benedict vs. Ocean Ins. Co....509, 789
Bennecke vs. Connecticut Mutual Life Ins. Co.....353
Bennett's Fire Insurance Cases.....858
Bentley vs. Columbia Ins. Co.....532
Benton vs. Burgot.....668
Bergen vs. Builder's Building Ass'n.418
Best on Evidence.....531
Best vs. London.....628
Beveredge vs. Hewitt.....720
Beveridge vs. Welch.....348
Bevin vs. Connecticut Mutual Life Ins. Co.....298
Bigler vs. New York Ins. Co.510,511,834
Bigelow on Estoppel.....531, 759
Bigelow's Insurance Cases.....444
Birmingham vs. Empire Ins. Co.....68
Bishop on Married Women.....60, 411
Bissot vs. State.....574
Blackstone vs. Allemania Fire Ins. Co.....552, 554
Blake vs. Exchange Mutual Ins. Co. 114, 119, 450, 509, 534, 789
Blanchard vs. Atlantic Ins. Co.....418
Bleakley vs. Niagara D. M. Ins. Co..214
Bliss on Life Insurance 58, 59, 316,704, 705, 763, 765
Board of Commissioners of Posey Co. vs. Saunders.....157
Basch vs. Humboldt Mutual F. & M. Ins. Co.....419
Bodine vs. Exchange Fire Ins. Co..74
Boehn vs. Williamsburgh City Ins. Co.....418
Boland vs. Whitman.....515
Bonsted vs. Vanderbilt.....798,799
Bordan vs. Hingham Mut. Ins. Co..751
Bourne vs. Maybin.....452, 458
Boutelle vs. Westchester F. Ins. Co. 210, 537
Bouvier Bac. Abr.....444

PAGE

Bouvier's Law Dictionary.....366, 494
Bowen vs. Bowen.....573
Bowen vs. Donavan.....156
Bowler vs. Huston.....668
Boynton vs. Farmers' Ins. Co..210, 212
Bradley vs. Potomac Ins. Co.....418
Bradley vs. Reixoto.....131
Brayton vs. Jones.....348
Brichta vs. N. Y. Life Ins. Co.....681
Bridges vs. Robinson.....225
Brigger vs. S. I. Ins. Co.....569
Briggs vs. Briggs.....766, 781
Briggs vs. Penniman.....196
Briggs vs. Vanderbilt.....798
Brightley's Digest.....368
Brinkershoff vs. Brown.....337
Brinley vs. Ins. Co.....751
Brooklyn Life Ins. Co. vs. Dutcher..631
Brough vs. Higgins.....823
Brown vs. People's Mutual Ins. Co. 105, 214
Brown's Legal Maxims.....304
Buckley vs. Garrett.....54
Buffalo Steam Engine Works vs. Sun Mutual Ins. Co.....53
Bullard vs. Roger Williams Ins. Co.159
Buller *Nisi Prius*.....624
Burnett vs. Eufaula Home Ins. Co..54
Burrith vs. Saratoga Ins. Co.....68
Burt vs. Bowler.....394
Bushel vs. Com. Ins. Co.....662
Byers vs. Farmers Ins. Co.....638
Caballero vs. Ins. Co.....385
Cady vs. Imperial Ins. Co.....638
Caldwell vs. Montgomery.....196
Calvin vs. Menefee.....904
Campbell vs. New England Mutual Life Ins. Co.....607, 791
Campbell et al. vs. State.....589
Cammack vs. Lewis.....445, 466
Carlisle vs. Wallace.....601
Carmichael vs. Argard.....348
Carpenter vs. M. S. Ins. Co.....569
Carpenter vs. Wash. Ins. Co..510, 834
Carr vs. Eaten.....815
Carrigan vs. Ins. Co.....210
Carroll vs. Charter Oak Ins. Co.776, 777
Carter vs. Boehm.....315
Carter vs. Rockett.....679
Cashow vs. N. W. etc. Ins. Co.....51
Cashman vs. Ins. Co.....264
Casseday vs. American Ins. Co.....394
Catlin vs. Springfield Ins. Co..367, 369
Catoir vs. Amer. Ins. Co.....74
Chaffin vs. Gullett.....225
Chamberlain vs. Bradley.....530
Champion vs. Bostwick.....798
Chandler vs. Brown.....338, 340
Chandler vs. St. Paul F. & M. Ins. Co.526
Chapman vs. Kennett.....316
Chappen vs. Fellows.....812

PAGE

Chase vs. Grant....338
Chase vs. Walker....196
Cheshire vs. Co. Commissioners....693
Chicago, Burlington and Quincy R. R. Co. vs. Cole et al....589
Chicago, Pekin and Southwestern R. R. Co. vs. Raymond....590
Child vs. Eureka Powder Works....551
Chitty on Contracts....533
Christmas vs. Russell....668
Church vs. Langdon....534
Churchill vs. Hunt....551
Citizens' Ins. Co. vs. McLaughlin....690
City vs. Gaston....573
City Fire Ins. Co. vs. Mark....705
City Ins. Co. vs. Commercial Bank 503, 506
City Ins. Co. vs. Corlies....278
City of London vs. Richmond....338
City of St. Louis vs. Shields....14
Clancy's Husband and Wife....56
Clapp vs. Graves....304
Clark vs. Allen....58
Clark vs. Jones....758, 777
Clark vs. N.E.Mut. Fire Ins. Co. 213, 534
Clark vs. Wilson....828
Clay Fire Ins. Co. vs. Huron Salt Mfg. Co....14
Clodfelter vs. Hulet....148
Case vs. Hartford Fire Ins. Co....278
Coats vs. Swindle....515
Cohen vs. Continental Life Ins. Co..767
Colby vs. Franklin....373
Coleman's Appeal....520
Coles vs. Iowa State Mut. Ins. Co. 783, 532
Collins vs. Mack....767, 781
Colter vs. Freese et al....769
Columbian Ins. Co. vs. Lawrence 364, 368, 411
Combs vs. Scott....298
Combs vs. Shrewsbury Ins. Co....73
Comegys vs. Vasse....828
Commercial Ins. Co. vs. Spankneble, 317, 844
Commercial Union Ins. Co. vs. Scammon....731
Commonwealth vs. Hamilton Mf'g. Co....693
Commonwealth vs. National Mutual Aid Ass'n....861
Commonwealth vs. People's Five Cent Savings Bank....694
Commonwealth vs. Wetherbe....580
Commonwealth Ins. Co. vs. Morringer....638
Conover vs. Massachusetts Life Ins. Co....607
Consolidated Real Estate & Fire Ins. Co. vs. Cashow....419, 552, 554
Continental Ins. Co. vs. Wall....610
Cook vs. Yarwood....501
Cooley on Taxation....530
Copp vs. German Amer. Ins. Co....383
Corey vs. Long....452
Cornell vs. Milwaukee Mutual Fire Ins. Co....532
Couch vs. City Fire Ins. Co....532
Courtney vs. Ins. Co....132
Cowardin vs. Universal Life Ins. Co. 226
Cox vs. Ætna Ins. Co....751
Cox vs. Charleston Ins. Co....751
Cox vs. Thomas' Adm'r....670
Crawford vs. Ætna Ins. Co....223
Crockett vs. Crockett....813
Crockett vs. Maguire....104
Cromie vs. Kentucky & Lexington Mutual Ins. Co....114, 119
Cromwell vs. B. F. Ins. Co....679, 680
Crowley vs. People....13
Cucullu vs. Orleans Ins. Co....213
Cunningham vs. Wardwell....514
Curry vs. Ins. Co....533
Curtis vs. Mutual Benefit Life Ins. Co. 438
Cushing vs. Gore....551
Cushing vs. Dupuy....891
Dahlberg vs. St. Louis Mutual F. & M. Ins. Co....834
Dalby vs. India & Lond. Life Assur. Co....57
Dalzell vs. Muir....419
Daniels vs. Ins. Co....534
Darnley vs. L. C. & Dover Ry. Co..298
Darrell vs. Tibbitts....828
Date vs. Gore D. Ins. Co....211, 213
Dawson vs. Fitzgerald....370
Davenport vs. N. E. Mut. F. Ins. Co. 68, 531
David vs. Hartford F. Ins. Co. 511, 834
Davis vs. Ownby....104
Day vs. Adams....533
Day vs. Charter Oak F. & M. Ins. Co....214
Day vs. Ins. Co....105
Dayton Ins. Co. vs. Kelly....74
Dean's Appeal....740
D'Arcy vs. Ketchum....668
DeCosta vs. Scanderst....316
DeGaminde vs. Pigon....419
DeGrove vs. Metropolitan Ins. Co..527
DeHahn vs. Hartley....159
Delaney vs. Cuming....347
Devens vs. Mechanics' & Traders' Ins. Co....508
Devine vs. Home Ins. Co....129
DeWolf vs. Raband....373
Dey vs. Poughkeepsie Mutual Ins. Co....53, 132
Dicey on Parties....707
Dickenson vs. Jardine....828
Diehl vs. Adams Co. Mut. F. Ins. Co....298, 532, 776, 777

PAGE

Dillebar vs. Home Life Ins. Co. 767, 772, 781
Dillon on Removal of Cases.....816
Dix vs. Mercantile Ins. Co..... 54
Dodge vs. McDonnell.....373
Doe vs. Grimes.....373
Dolliver vs. St. Joseph Ins. Co.844, 846
Douglas vs. Frost.....667
Douglas vs. Knickerbocker Life Ins. Co.....473
Danville vs. Sun Mutual Ins. Co....139
Dreher vs. Ætna Ins. Co..... 54
Drone on Copyright.....685
Drury's Case.....671
Duckett vs. Williams.....319
Duer on Insurance 159, 751
Duer on Rep.....159
Dulton vs. Clopper.....148
Dunscombe vs. Dunscombe 452
Durain vs. Central Verein.....217
Durant vs. Friend.....822
Durar vs. Home Co. Mut. Ins. Co... 74
Durland vs. Pitcain..... ..109
Duval vs. Goodson.....218
Duvall vs. Goodson.....714
Eadie vs. Slimmons.....62, 63
Eagle Ins. Co. vs. Lafayette Ins. Co.55
Eddy St. Iron Foundry vs. Hampden.638
Edgerly vs. Bush.....347
Edington vs. Mutual Life Ins. Co 765, 766, 767. 772, 781
Edmeston vs. Lyde..... 337
Edmunds vs. Mutual Safety Ins. Co.845
Edwards vs Farmers' Ins. Co.. ...638
Edwards vs. Lycoming Ins. Co..... 50
Edwards on Receivers.. 452
Egan vs. Downing 624
Egan vs. M. Ins. Co... 66
Elizabethtown R. R. Co. vs. Pattinger.....153
Elliott vs. Hamilton Mutual Ins. Co.690
Elliott vs. Ins. Co.....397
Elliott vs. Lycoming Ins. Co.....532
Elliott vs. Piersol.....668
Elliott vs. Royal Ex. Assur. Co.....370
Elliott's Executive Appeal.....597
Ellis et al. vs. Kenyon.....156
Ellis on Fire and Life Insurance.316, 638
Elmore vs Marks et al 533, 537
Elsworth vs. N. Y. etc. Co.....576
Emerich vs. Coakley..... 444
Emerigon.....554, 555
Emmott vs. Slater Ins. Co.....418
Ensworth vs. New York etc. Co.....571
Epstein vs. Mutual Aid & Benevolent Life Ins. Co.....139
Erdmann vs. Mutual Ins. Co...761, 777
Evans vs. Duncan..... ..521
Ewer vs. Hobbs.....815
Ex parte Schollenberger.....548
Fairchild vs. Slocum.....798

PAGE

Fabyan vs. Union Mutual Fire Ins. Co.....283, 418
Farmers' Ins. Co. vs. Snyder.....534
Farmers' & Drovers' Ins. Co. vs. Curry.....610, 611
Farmers' & Mechanics' Bank vs. Little.....915
Farmers' & Mechanics' Ins. Co. vs. Meckes.....494, 495
Farmers' & Merchants' Ins. Co. vs. Needles 14
Farnam vs. Chamberlain.....302
Feles vs. Hemenoy 575
Ferrer vs. Home Mutual Ins. Co....435
Field on Corporations.....256
Finlay vs. Lycoming Ins. Co..... 54
Finney vs. Bennett..... 229
Fire Association vs. Williamson....105
First National Bank vs. Cook et al..589
Fisher vs. Bassett.....670
Fisher vs. Hall..... 533
Fitz vs. Clark.....624
Fitzpatrick vs. Hawkeye Ins. Co....745
Flaherty vs. Ins. Co.....397
Flanders on Insurance 149, 316, 751, 857, 858
Fogg vs. Middlesex Mutual Fire Ins. Co.....412
Ford vs. Joyce.....260
Foster vs. Gile.....218
Foster vs. Water Co.....222
Fowler vs. Butterly.....446
Fox vs. Clifton.....800
Fox vs. Harding.....153
Fox vs. Railroad Co.....397
Franklin Ins. Co. vs. Brock.....690
Franklin Life Ins. Co. vs. Hazard 464, 715
Franklin Life Ins. Co. vs. Sefton....628
Freeman on Judgments.....505
French vs. Chenango Mut. Fire Ins. Co 213
Frenzel vs. Miller.....153
Fretz vs. Bull.....882
Friesmuth vs. Agawam Mutual Fire Ins. Co.....105, 214, 316, 533
Frost vs. Saratoga Mutual Ins. Co. 534, 759, 777, 778
Frost et al vs. Tarr et al.....152
Fullam vs. New York Union Ins. Co.526
Fuller vs. Boston Ins. Co. 392, 751, 752, 753
Fultz vs. Wyckoff.....153
Gage et al vs. Evans.....590
Galbraith's Adm'rs vs. Arlington Mut. L. Ins. Co.....609
Gale vs. Belknap Co. Ins. Co.....833
Gambs vs. Covenant Mut. Life Ins. Co..... 446
Gannaway vs. Tarpley.....225
Garber vs. Globe Mut. Life Ins. Co..757

PAGE

Gans vs. St. Paul F. & M. Ins. Co. 744, 761, 778
Garcelon vs. Ins. Co.....791
Gardner vs. Keyes.....453
Gardner vs. Tyler.....452
Garlinghouse vs. Whitewell.....533
Garrison vs. Memphis Ins. Co.....828
Gatte vs. Ins. Co 286
General Mutual Ins. Co. vs. Sherwood.....829
Gibson vs. Johnson.....631
Gilbert vs. North American Ins. Co.533
Girard Life Ins. Co. vs. Mutual Life Ins. Co.....471, 473, 474, 630
Glass vs. Garber.....153
Glass vs Sloop *Betsey*.....668
Godard vs. Gray.....667
Goit vs. National Protection Ins. Co. 74, 132, 419
Goodmire et al vs. Crane's Justice..109
Gosling vs. Caldwell.....218, 446, 715
Gottsman vs. Ins. Co.....105, 106, 214
Gould vs. York Co. Mutual Fire Ins. Co.....105, 214
Grace vs. American Central Ins. Co.285
Graham vs. O'Fallon..... 14
Grand Trunk Railway Co. vs. Richardson.....902
Grant et al vs. Lexington Fire & Life Ins. Co.....638, 690
Grattan vs. Metropolitan Life Ins. Co.....781
Greenleaf on Evidence.14, 225, 531, 751
Green vs. Bryant..... .. 452
Green vs. Lycoming Fire Ins. Co...895
Green vs. Warwick.... 681
Greeno vs. Greeno.....926
Gregory vs. Hart.....350
Grubb vs. Myers.....901
Guardian Life Ins. Co., *In re*.....452
H. & G. N. R.R. Co. vs. Miller.....575
Hall vs. Ins. Co. of N. A.....690
Hall vs. Murston 705
Hall vs. Railroad Co.....828, 900
Hamilton Mutual Ins.Co. vs.Hobart.596
Hampton vs. McConnell 668
Hamtramck vs. Bank..... . 14
Hardesty vs. Smith 685, 686
Hardy vs. Mutual Ins. Co.....534
Hart vs. Western Railroad Co.....900
Hartford Fire Ins.Co.vs. Davenport 200, 342
Hartford Fire Ins. Co. vs. Olcott....704
Hartford Fire Ins. Co. vs. Reynolds 286, 896
Hartford Fire Ins. Co. vs. Ross..... 54
Hartford Fire Ins. Co. vs. Walsh 213, 844, 846
Hartman vs. Ins. Co.....839
Haseltine vs. Guild.....551
Haslett vs. Wetherspoon.....196

PAGE

Hathorn vs. Germania Ins. Co.....283
Hawthorn et al. vs. The State.....157
Hay vs. Lynn..... 840
Hay vs. Star Ins. Co..... ...525, 527
Hays vs. Lycoming Fire Ins. Co ..913
Haywood vs. New England Mut.Ins. Co.....751
Hearne vs. Marine Ins. Co.....260
Helme vs. Ins. Co.....543
Helmrick vs. Gehrke.....515
Henderson vs. Thompson.....515
Hendrick vs. Stewart... 222
Henning vs. United States Ins. Co..532
Henniston vs. Ins. Co.....374
Hercules Mutual Life Ins. Co. vs. Bunker.....575
Herkimer vs. Rice.....823
Herkinroth vs. Ins. Co.....553
Higbee vs. Guardian Ins. Co.....265
High on Receivers.....452, 458
Hightower vs. Thornton.....195
Hill vs. Mendenhall..... 68
Hill on Trustees.....531
Hilliard's Law of Taxation.... 596
Hinman vs. Hartford Fire Ins. Co..214
Hoffman vs. Ætna Fire Ins. Co. 48, 53, 526
Hoffman vs. Banks.....394
Holabird vs. Ins. Co.....791
Holbrook vs. American Ins. Co.....846
Holdricks Case..... ...222, 231, 303
Holloman vs. Ins. Co..... 265
Holmes vs. Charleston Ins. Co.....752
Home Ins. Co. vs. Baltimore Warehouse Co.....426, 428
Home Ins. Co. vs. Duke 301, 435, 436, 635
Home vs. Mutual Safety Ins. Co...552
Hooker vs. Pierce.....104
Hopper vs. Hudson River Fire Ins. Co.....529
Horn & Bokee vs. Mutual Safety Ins. Co.....554
Hough vs. Ins. Co.....533
Howard vs. Boorman..... 14
Howard vs. Cusick.....213
Howard Ins. Co. vs. Scribner..114, 119
Howell vs. Knickerbocker Life Ins. Co.....470
Hoxall vs. Shippen.....823
Hubbard vs. Hartford Ins. Co.. ...834
Huck vs. Globe Ins. Co..... ...385
Hudson vs. Knickerbocker Life Ins. Co.....470
Hudon vs. Merryfield.....301
Hughes on Insurance.....316, 751
Hughes vs. Ainslie..... ...815
Hull vs. Northwestern Mutual Life Ins. Co.....473
Hume vs. Hume.....766
Hutchings vs. Minor.....446

PAGE

Hyde vs. Parker.....373
Hygam vs. Ætna Ins. Co.....790
Illinois Central Ins. Co. vs. Wolf...419
Illinois Mutual Fire Ins. Co. vs. Andes Ins. Co.....551, 554
Imhoff vs. Railway.....373
Imrie vs. Castrique.....668, 671
Indianapolis etc. Co. vs. McSinn..624
Ingram vs. Lawson.....153
Ins. Co. vs. Archdeacon.....699
Ins. Co. vs. Bailey..... 57
Ins. Co. vs. Culver.....210
Ins. Co. vs. Chestnut.....699
Ins. Co. vs. Connor.... ..596, 856, 857
Ins. Co. vs. Cotheal.....791
Ins. Co. vs. Eggleston 101, 471, 473, 656, 851
Ins. Co. vs. French.....100
Ins. Co. vs. Gridley..... 22
Ins. Co. vs. Harvey.....853, 859
Ins. Co. vs. Holt.....511
Ins. Co. vs. Tardy.....286
Ins. Co. vs. Transportation Co.....281
Ins. Co. vs. Wilkinson..... 73
Ins. Co. vs. Wolf..... 613
Ins. Co. vs. Wright.....210
Ins. Co. of N. A. vs. McDowell.....392
Ireland vs. Nichols.....533
Ironides vs. Universal Mar. Ins. Co.280
Irwin vs. National Ins. Co..... ...418
Isaacs vs. Elkins.....514
Isham vs. Buckingham.....534
Jackson vs. Farmers' Mut. Ins. Co..511
Jackson vs. Massachusetts Ins. Co..844
Jacobs vs. Equitable Ins. Co...511, 834
James vs. Lycoming Ins. Co.....638
Jaques vs. Methodist Church.....530
Jeffries vs. Life Ins. Co..... 22
Jennings vs. Chenango Co. Mut. Ins. Co..... 532
Jessel vs. Ins. Co.....704
Jewett vs. Home Ins. Co.....532
Johnson vs. Brown.....601
Johnson vs. Colburn..... 590
Johnson vs. Gibson.....572
Johnson vs. Humboldt Ins. Co.....526
Johnson vs. Thompson.....573
Johnston vs. Hornburger.....373
Jones vs. Evans.....348
Jones vs. Ins. Co.....265
Jones vs. Railway Co.....374
Jones vs. Shaw.....515
Jones vs. Sheboygan Railway Co....347
Jones on Mortgages..... .....679, 733
Joyce vs. Kinnard..... . .426
Jucker vs. Railway Co.....374
Justice vs. City of Logansport.....153
Keeler vs. Niagara Ins. Co..... 54
Keeney vs. Home Ins. Co..... 54
Keller vs. Nutz.....104
Kelley vs. Caplice.....277

PAGE

Kelly vs. Downing.....558
Kennedy vs. Home Ins. Co.....509
Kentucky, etc., vs. Jenkes.. 628
Kentucky Masonic Mut. Ins. Co. vs. Miller's Adm'r.....218
Kent's Commentaries.....531, 668
Keogh vs. Forman..... 699
Kerman vs. Howard.....446
Kernochan vs. Ins. Co.....534
Kerr on Receivers.....453
Kibbe vs. Ins. Co..... 104
Kid on Corporations.....
Killip vs. Putnam Ins. Co 526, 617
Kimball vs. Ins. Co.. 105
Kimball vs. Hamilton Fire Ins. Co. 365, 369
Kimball vs. Howard Ins. Co.....789
Kimberlin et al. vs. Carter.....572
King vs. Haines.....501
King vs. Talbot.....453
Kingston Case.....765
Kinsey vs. The State.....302
Kelein vs. New York Life Ins. Co. 101, 470, 655
Knickerbocker Ins. Co. vs. Gould 615, 616
Knight vs. Eureka Ins. Co. 511
Knott vs. Cotte.....482
Knowles vs. Gas Light & Coke Co..668
Koontz vs. Hannibal Savings & Ins. Co 106, 211, 213
Koshkonong vs. Burton.....445
Lackey vs. Georgia Home Ins. Co..834
Lafayette Ins. Co. vs. French.....668
Lainsbury vs. Mason.....900
Landers vs. Watertown Fire Ins. Co.510
Lane vs. McKeen.....411
Langhoff vs. Railway Co.....373
Laudrum vs. Knowles.....446
Lauman vs. Railroad Co.....196
Laurant vs. Chatham Ins. Co.....751
Law vs. People.....590
Law of Assignments of Life Policies 58
Lawrence vs. Accidental Ins. Co....478
Lawrence University vs. Smith.374, 431
Lazarus vs. Commonwealth Ins. Co.445
Leathers vs. Farmers' Mutual Fire Ins. Co..... 532
Lee vs. Adsit.....428
Lee vs. Ins. Co..... 105
Leete vs. Ins. Co.....792
Lemon vs. Ins. Co 446
Leslie vs. Knickerbocker Life Ins. Co.....851
Lewis vs. Atlas Ins. Co.....571, 575
Lewis vs. Springfield Ins. Co. 278
Life Ins. Co. vs. Francisco.....246, 265
Lindsey vs. Dempsey.....686
Lindsley vs. Union Ins. Co.....511
Little vs. Little.....551
Litus vs. Glens Falls Ins. Co.....353

PAGE

Loehner vs. Home Mutual Ins. Co..106
Lovejoy vs. Augusta Mutual Fire Ins. Co....105, 214, 397, 533
Losey vs. Simpson....104
Lowell vs. Middlesex Mutual Fire Ins. Co....531
L'Union Jacques de Montreal vs. Belisle....891
Luce vs. Dorchester Mut. Fire Ins. Co....752
Lycoming Ins. Co. vs. Barringer....317
Lycoming Ins. Co. vs. Mitchell....751
Lycoming Ins. Co. vs. Sailer495,522,840
Lycoming Ins. Co. vs. Storrs..494, 495
Lycoming Ins. Co. vs. Updegraff. 365, 367, 369
Lynch vs. Dalzell....819
McAllister vs. New England Mutual Life Ins. Co....471
McClintie's Admr. vs. Corey, et al..109
McClure, Ex., vs. Johnson....146
McCrary vs. Fike....624
McCurtie vs. Stevens....419
McKee vs. Phœnix Ins. Co....318
McKeny vs. Yorken....575
McLean vs. St. Paul and Chicago R. R. Co....816
McManus vs. Cassidy....494, 496
McMaster vs. Ins. Co....428
McNab vs. Bennett....501
Madison Ins. Co. vs. Fellows....419
Mallory vs. Ins. Co....446
Manhattan Ins. Co. vs. Heglezee....626
Mann vs. Pentz....196, 338
Manring vs. Manning....452
Marcus vs. St. Louis Mutual Life Ins. Co....528
Marion vs. Great Republic Ins. Co..210
Marland vs. Royal Ins. Co....895
Marsden vs. City & County Assur. Co....280
Marshall on Insurance....316, 890
Martin vs. Franklin Ins. Co....446
Martin vs. Merritt....575
Marvin vs. University Life Ins. Co..529
Mason vs. Andes Ins. Co....843
Mason vs. Colburn....443
Masonic Mutual Life Ins. Co. vs. Miller....712
Massachusetts Mutual Life Ins. Co. vs. Robinson....705, 707
Massasoit Steam Mills vs. Assurance Co....286
Maul vs. Rider....104
Matheo vs. Campbell....709
Mather vs. Bates....195
May on Insurance 14, 66, 139, 149, 316, 411, 473, 510, 511, 515, 524, 596, 609, 615, 616, 628, 679, 681, 704, 705, 747, 752, 790, 896, 914
May vs. Johnson....148

PAGE

Mayer vs. Ins. Co. of Chicago....851
Mayor vs. Hamilton Fire Ins. Co., 525, 526
Meach vs. Meach....533
Mead vs. Westchester Fire Ins. Co..260
Meader vs. Page....534
Mellen vs. Hamilton Ins. Co....212
Mentz vs. Lancaster Fire Ins. Co.... 73
Menx vs. Maltby....338
Merchants' & Mechanics' Ins. Co. vs. Washington Ins. Co....554
Merry vs. Prime....553
Merserau vs. Phœnix Mutual Life Ins. Co....73, 74
Messier vs. Goddard....668
Metallic Co. vs. Fitchburg Railroad Co....279, 280
Meyer vs. Knickerbocker Life Ins. Co....472
Michael vs. Mutual Ins. Co....419
Michael vs. Ins. Co. of Nashville...665
Mildmay vs. Folghoun....821
Miles vs. Connecticut Mutual Life Ins. Co....607
Miller vs. Aldrich....679, 680
Miller vs. H. F. Ins. Co....681
Miller vs. Hine....411
Miller vs. Ins. Co....791
Miller vs. Life Ins. Co....419
Miller vs. Phœnix Ins. Co....73
Miller vs. Pondu....452
Miller vs. Porter....624
Mills vs. Duryea....668
Mills vs. Faris....225
Milwaukee & St. Paul Railroad Co. vs. Kellogg....282
Miner vs. Phœnix Ins. Co....757
Minshall vs. Arthur....303
Mitchell vs. Lycoming Mutual Ins. Co....511, 532
Mitchell vs. Ryan....530
Moehring vs. Mitchell....60
Montgomery vs. Phœnix Mutual Life Ins. Co....471
Montpelier vs. East Montpelier....531
Moore's Executors vs. Patterson....840
Morgan vs. N. Y. & Albany Railroad Co....338
Moses vs. Sun Mutual Ins. Co....160
Moss' Appeal....542
Moulin vs. Ins. Co....662
Muller vs. Bloom....783
Mumford vs. Railroad Co....225
Mumma vs. Potomac Co....195
Murray vs. Holden....816
Mutual Benefit Life Ins. Co. vs. Davis....14
Mutual Benefit Life Ins. Co. vs. French....472
Mutual Benefit Life Ins. Co. vs. Miller....638

PAGE

Mutual Benefit Life vs. Cannon 638
Mutual Benefit Life Ins. Co. vs. Moninger.....814
Mutual Fire Ins. Co. vs. Butler 858
Mutual Ins. Co. vs. Deale.....531
Mutual Protection Ins. Co. vs. Hamilton.....444
Mutual Safety Ins. Co. vs. Hone....426
Myers vs. Girard Ins. Co.....159
Myers vs. Lindsay.....225
Myers & Winchill vs. Germania Ins. Co. et al.....139
Nash vs. Union Mut. F. Ins. Co....532
Nathan vs. Whitlock.....195
National Bank vs. Ins. Co..... 611
Nations vs. Johnson.....668
Naughton vs. Union Bank.....179
Nave vs. Home Mutual Ins. Co.....385
Nebeker vs. Cutsinger 148
Nedrou vs. Farmers' Ins. Co.....785
Neely vs. O. M. Ins. Co.....775, 777
Nelson vs. Rensl. & Sara. Ins. Co...369
Nevitt vs. Bank.....195
New Home vs. Clark.....624
New Jersey Steam Navigation Co. vs. Merchants' Bank..... 36
Newland's Case.....303
New England Mutual Ins. Co. vs. Butler.....596
New England Mutual Ins. Co. vs. Henry.....596
New England F. & M. Ins. Co. vs. Wetmore.....705, 707
New York Central Ins. Co. vs. National Protection Ins. Co..... 50
New York Life Ins. Co. vs. Flack ..444
New York Life Ins. Co. vs. Statham..... 101, 222, 470, 655
Niagara Ins. Co. vs. Greene.....576
Niagara Falls Ins. Co. vs. De Graff..690
Nichols vs. American Ins. Co.....738
Nichols vs. Baxter 679
Nichols vs. Fairfield Mutual Ins. Co.752
Nichols et al. vs. Fayette Mutual Fire Ins. Co.....751
Niedefer vs. Chastain.....686
Noble vs. North American Ins. Co..751
Norcross vs. Norcross.... 845
Norris vs. Harrison.... 823
North Berwick Co. vs. Ins. Co., 758, 777
North British & Mercantile Ins. Co. vs. L. & L. & G. Ins. Co 426
North British & Mercantile Ins. Co. vs. Moffat 426
North of England Ins. Ass'n vs. Armstrong..... ....828, 890
Northwestern Mutual Life Ins. Co. vs. Germania Life Ins. Co.....744
Northwestern Mutual Life Ins. Co. vs. Littel.....470, 471, 473

PAGE

Oakland vs. Field.....575
Ocean Ins. Co. vs. Carrington.....515
Ogden vs. E. R. Ins. Co.....114, 119
Ogden vs. Parsons 154
Ohio etc. Co. vs. Collain.....624
Oliver vs. Washington Mills.....693
Ormiston vs. Olcott.....453
Osgood vs. Osgood 551
Owell vs. Hampden Ins. Co.....845
Owens vs. Holland Purchase Ins. Co. 57
Owings vs. Hale.....298
Pacific Hotel Co. vs. Lieb.....590
Paddock vs. Franklin Ins. Co.....159
Page vs. Burnstine.... 444
Painsville Railroad Co. vs. King .. 195
Palmer vs. Merrill.....704
Park on Insurance.....316
Parker vs. Potts.....159
Parsons on Contracts.139, 210, 494, 751
Parsons on Shipping..... .. 334, 553
Paulding et al. vs. United States....624
Pawson vs. Watson.....159
Payne vs. Bullard.....195
Pechner vs. Phœnix Ins. Co.....528
Peck vs. New London Ins. Co.388, 411
Peele vs. Louisana Mutual Ins. Co..139
Pelley vs. Royal Exchange Assurance Co.....334
Pence vs. Makepeace et al.....812
Pendleton vs. Knickerbocker Life Ins. Co.....471, 472, 473
Penn Co. vs. Lilly 573
Penn. Ins. Co. vs. Kittles.....745
Penn. Mut. Relief Ass'n vs. Folmer.218
Pennell vs. Lamar Ins. Co.....337
Pennoyer vs. Neff.....668
People vs. Assessors.....453
People vs. Big Muddy Iron Co.....590
People vs. Connor 353
People vs. Police Department 453
People vs. Security Life Ins. Co., 231, 306, 456
Peoria M. & F. Ins. Co. vs. Lewis, 212, 615
Peoria M. & F. Ins. Co. vs. Hervey, 705, 707
Perin's Adm'r vs. Protection Ins. Co.385
Perkins vs. Washington Ins. Co....569
Perry on Trusts.....452, 531
Peters vs. Warren Ins. Co.....282
Pettibone vs. Hawkins.....195
Pettibone vs. McGraw.....338
Philadelphia Railroad Co. vs. Howard 152
Philbrook vs. New England Mutual Fire Ins. Co. 532, 758, 775, 777
Phillips on Evidence..... 14
Phillips on Insurance....114, 139, 160, 426, 551, 553, 751, 828, 829
Phillips vs. Merrimac Mutual Ins. Co.....751

PAGE

Phœnix Ins. Co. vs. Hinesley, 572, 629, 631, 632
Phœnix Ins. Co. vs. Lawrence..213, 532
Phœnix Ins. Co. vs. McClean, 751, 752, 791
Phœnix Ins. Co. vs. Mitchell.....705
Phœnix Ins. Co. vs. Stevenson.....745
Pickett vs. State, *ex rel.*, Hamilton Co.....157
Pickup vs. Thames Ins. Co.....159
Pierce vs. Empire Ins. Co.....538
Pierce vs. Nashua Ins. Co.....48, 53
Pierce on Railroads.....902, 903
Pilcher vs. Smith.....411
Pilkie vs. Emerson.....534
Pipp vs. Reynolds.....342
Pitt vs. Berkshire Life Ins. Co.....470
Pixley vs. Winchell.....668
Plath vs. Minnesota Farmers' Mutual Fire Ins. Ass'n.....834
Plimpton vs. Ins. Co.....679
Plumb vs. Schell.....575
Pomeroy vs. Manhattan Life Ins. Co.....444, 704
Pond Adm'rs vs. Warner.....551
Poor vs. Hudson Ins. Co.....286
Porter vs. Bank of Rutland.....531
Porter et al. vs. R., R. I. & St. L. Railroad Co.....590
Portland Bank vs. Apthrop.....694
Portsmouth Ins. Co. vs. Brinckley's Adm'r.....54
Portsmouth Ins. Co. vs. John Brazee.752
Powers in Brink. vs. Ins. Co.....534
Price vs. Phœnix Mutual Life Ins. Co.....763
Prince vs Shepard.....196
Prince of Wales Life Assur. Co. vs. Harding.....419
Prudhomme vs. Salamander Fire Ins. Co.....139
Rafel vs. Nashville M. & F. Ins. Co.139
Railroad Co. vs. Harris....548, 663, 668
Railroad Co. vs. Manufacturing Co., 36, 38
Quebec Assurance Co. vs. St. Louis.828
Railroad Co. vs. Pratt.....38
Railroad Co. vs. Whitten.....663, 668
Ramsey vs. Peoria M. & F. Ins. Co.506
Ramsay Marine Ins. Co. vs. Mutual Fire Ins. Co.....511
Ramsay M'f'g. Co. vs. Ins. Co.....105
Randal Case.....503
Ransom vs. Nichols.....60, 63
Rawles vs. Amer. L. Ins. Co.....57, 58
Read vs. Memphis Gayoso Gas Co..221
Reaper City Ins. Co. vs. Jones.....317
Redfield on Surrogate.....452
Redman vs. Ætna Ins. Co.....743
Reese vs. Smith.....303
Reeves on Domestic Relations..... 59

PAGE

Regan vs. Hadley.....394
Reissner vs. Oxley et al.....572, 631
Relfe vs. Rundle.....250
Republic Life Ins. Co. vs. Pollak. 589, 590
Residence Fire Ins. Co. vs. Hanawold.....596
Reven vs. Boston Copper Co.....596
Reynolds vs. Commerce Fire Ins. Co.526
Reynolds vs. Mutual Fire Ins. Co..418
Reynolds vs. Robinson..... 13
Reynolds, Ex'r., vs. Accidental Ins. Co.....478
Richardson vs. Eagle Machine Works.....571
Richardson vs. Ins. Co.....105
Richardson vs. Maine Ins. Co..531, 533
Richardson vs. North Mo. Ins. Co..435
Richmond Sem. vs. Hamilton Ins. Co.534
Ricker vs. Charter Oak Life Ins. Co. 216, 446
Ring vs. Ewing.....156
Rising Sun Ins. Co. vs. Slaughter..394
Robbins and Appleton vs. People's Ins. Co.....119
Robertson vs. French.....374
Robinson vs. Duvall.....714
Robinson vs. Frost.....347
Robinson vs. Robinson.....452
Rob. Practice.....503
Rocco vs. Hackett.....668
Rodgers vs. Levi.....220
Roebner vs. Knickerbocker Life Ins. Co.....470, 473
Rogers vs. Place.....148
Romley vs. Railroad Co.....575
Rose vs. Himely.....668
Rost vs. Harris.....347
Royal Ins. Co. vs. Roedel.....114
Ruble vs. Mussey.....631
Ruggles vs. Chapman.....452
Russum vs. St. Louis Mutual Life Ins. Co.....471
Ryder vs. Phœnix Ins. Co.....186
Sadler's Co. vs. Badcock.....819
St. John vs. American Mutual Life Ins. Co.....57, 282, 465, 704
St. Louis Mutual Life Ins. Co. vs. Grigsby 471
St. Louis Ins. Co. vs. St. L. etc. R. R. Co.....798
Salvin vs. James 418
Sands Ale Brewing Co., *In re*..679, 680
Sanger vs. Upton.....338
Sansum's Digest.....211, 232
Santer vs. Hudson.....575
Savage vs. Howard Ins. Co.....68, 69
Sawyer vs. Upton.....338
Scammon vs. Germania Fire Ins. Co.618
Schafer vs. Slade.....394
Schaffer vs. Geisenbeyer.....494

PAGE

Schibsby vs. Westenholz 667
Schieffelin vs. Stewart.....452
Schoener vs. Hekla Fire Ins. Co.129, 374
Schollenberger, *Ex parte*.....668
Schooley vs. Stoops.....551
Schriver's Lessee vs. Lynn.....668
Schuyler vs. Hoyle..... 59
Scott vs. Ardy 369
Scott vs. Avery.....397
Scott vs. Ins. Co.....196
Scrugham vs. Woods..... 531
Seamans vs. Northwestern Mutual Life Ins. Co.....471
Second Ward Bank vs. Shakman...181
Sedgwick on Measure of Damages..551
Seeright vs. Fletcher 149
Sewall vs. United States Ins. Co...889
Sharp vs. Gutcher..... ..815
Shaw vs. Norfolk Co. Railroad Co..338
Shearman vs. Niagara Fire Ins. Co. 74, 529, 533
Sheetz vs. Hobensack.....913
Shelby vs. Hearne.....220
Sheldon vs. Atlantic Ins. Co....74, 418
Sheldon vs. Wright.....671
Shepherd vs. Union Ins. Co...844, 846
Sherman & Redfield on Negligence.902
Shoemaker vs. Glens Falls Ins. Co.. 68
Sherman vs. Madison Mut. Ins. Co.119
Shroeder vs. Keystone Ins. Co.....527
Shuman vs. Stillman.....668
Sibley vs. Rider.....575
Sieveking vs. Litzler.....394
Simeral vs. Dubuque Mutual Fire Ins. Co.....532
Simmons vs. Simmons. 228
Simpson vs. Penn Fire Ins. Co.....790
Simpson vs. Thomson.....828
Sims vs. State Ins. Co..... .777
Stee vs. Bloom.....196
Sloat vs. Royal.....114
Smith vs. Empire Ins. Co.....533
Smith vs. Glens Falls Ins. Co.....533
Smith vs. Ins. Co.....105, 699
Smith vs. Mutual Fire Ins. Co., 775, 777, 844
Smith vs. St. Louis Mutual Life Ins. Co 222
Smith vs. Saratoga Co. Mutual Fire Ins. Co..... 533, 758
Snethen vs. Memphis Ins. Co.....159
Sohn vs. Gravel Road Co.....778
Southern Life Ins. Co. vs. Wilkinson.265
Southside Fire Ins. Co. vs. Mueller.285
Souverbye vs. Arden.....530
Sparkes vs. Marshall.....819
Speer vs. Bidwell 94
Spencer et al. vs. People..... 590
Spensley vs. Lancashire Ins. Co....431
Spooner vs. Ins. Co.....537
Spring Co. vs. Edgar.....154

PAGE

Stahl vs. Hammontree.....304
Standard Oil Co. vs. Triumph Ins. Co.....869
Starkie on Evidence..... 14
Starr vs. Peck..... 12
State, *ex rel.*, vs. Central Ohio Mutual Relief Ass'n..... 585
State Railroad Tax Cases.....590
State vs. Ward.....222
Stearns vs. Quincy Ins. Co.....680
Steinbach vs. Fenning.....411
Steinbach vs. Ins. Co... .....690, 691
Stevens vs. Pratt 357
Stevens vs. Warren.....464, 715
Stockdale vs. Dunlap.....411
Stoddard vs. Onondaga Ann. Conf..347
Stoetzell et al. vs. Fullerton.. 505
Stoll vs. Pepper..... 96
Story on Conflicting Laws.... . ..668
Story on Equity 679
Strohn vs. Hartford Ins. Co..... .179
Studwell vs. Charter Oak Ins. Co...291
Sturgis vs. Clough 825
Stuyvesant vs. Hall.....104
Stuyvesant vs. Hone.....104
Suckley vs. Delafield.....159
Suggs vs. L. & L. & G. Ins. Co....511
Supreme Council vs. Priest.....217
Sutherland vs. Old Dominion Ins. Co..... 511
Swan vs. Snow... 62
Swick vs. Ins. Co.... 791
Swift vs. Crocker.....551
Swift vs. Railway Passenger Assur. Co.....218
Tarleton vs. Stansforth.....418
Tarlton vs. Fisher.....671
Tate vs. Booe 551
Taylor on Evidence 765
Taylor vs. Ins. Co..... .....534, 537
Taylor vs. Lowell.....159
Taylor vs. Turner.....704
Taylor vs. Whiteman's Adm'rs.....494
Tebbetts vs. Hamilton Mut. Ins. Co. 531, 532
Teutonia Life Ins. Co. vs. Anderson.419
Teutonia Life Ins. Co. vs. Mueller..419
Texas Bank. & Ins. Co. vs. Cohen... 53
Thatch vs. Metropolitan Ins. Co....445
The *Ann C. Pratt*.....828
The *Catharine* 825
The *Cayuga*.....825
The *Clarence*..... 826
The *Francis Wright*.....825
The *Gazelle*.....826
The *Monticello*..... 828
The *Sarah Ann*.....828
The *S. C. Tryon*..... 825
Thomas on Mortgages.....733
Thomas vs. Brinsfield.....196
Thomas vs. Ins. Co..... 511

PAGE

Thomas' Adm'rs vs. Van Kaff's Exr's. 679
Thompson vs. Knickerbocker Life Ins. Co. 851
Thompson vs. Life Ins. Co. 655
Thompson vs. Whitman. 668
Thompsonville Scale M'f'g. Co. vs. Osgood. 259
Tidmarsh vs. Washington Ins. Co. 160
Tilton vs. Hunter. 104
Titmore vs. Vt. Mut. Ins. Co. 210
Timp vs. Dockham. 347
Titus vs. Glens Falls Ins. Co. 69, 745
Tomlinson vs. Monmouth Ins. Co. 844
Town of Lebanon vs. O. & M. Railroad Co. 589
Towne vs. Fitchburg Mutual Fire Ins. Co. 531
Townley vs. Railway Co. 374
Trager vs. Louisiana Equitable Life Ins. Co. 446
Trask vs. State Fire Ins. Co. 50, 212
Trew vs. Railway Pass. Assur. Co. 478
Triston vs. Hardey. 444
Trow vs. Haley Pr. 624
Troy Fire Ins. Co. vs. Carpenter. 419
Trull vs. Roxbury Ins. Co. 392
Tuckerman vs. Home Ins. Co. 411
Turner vs. Grangers L. & H. Ins. Co. 313
Turner vs. Parry. 631
Tuttle vs. Robinson. 760, 777, 778
Tyler vs. Ætna Fire Ins. Co. 291
Tyler vs. Horn. 316
Underhill vs. Agawam Ins. Co. 534
Underwood vs. Farmers Joint-Stock Ins. Co. 528
Union Central Life Ins. Co. vs. Pittker. 471, 473
Union Central Life Ins. Co. vs. Thomas. 394
Union Trust Co vs. Webber. 590
United States vs. Clinkenbeard. 95
United States etc. Co. vs. President, etc. 628
United States Mortgage Co. vs. Gross. 357
Upton vs. Tribilcock. 533
Utica Ins. Co. vs. Lynch. 458
Utica Ins. Co. vs. Lynch. 452
Valton vs. National Loan Fund Life Assur. Co. 58, 465
Van Allen vs. Farmers' Joint-Stock Ins. Co. 579
Van Deusen vs. Charter Oak Ins. Co. 44, 816
Van Schaick vs. Niagara F. Ins. Co. 66
Van Valkenburg vs. Lenox Fire Ins. Co. 419
Van Vechlin vs. Terry. 338
Viall vs. Genessee Mutual Ins. Co. 298
Viall vs. German Mutual Ins. Co. 534, 760, 777, 778

PAGE

Verneuil vs. Harper. 669
Viele vs. Germania Ins. Co. 690, 757, 777, 778
Vilas vs. Mason. 350
Vos vs. Robinson. 534
Vose vs. Eagle Life & Health Ins. Co. 532
Vose vs. Grant. 195
Voting Laws, *In re*. 388, 391
Vyse vs. Wakefield. 494
Wait's Practice. 452
Wallace et al. vs. Ins. Co. 751, 752, 853
Walsh vs. Hartford Fire Ins. Co. 529
Ward vs. Farwell. 203
Ward vs. Griswoldville Mf'g Co., 337, 338
Ward vs. Montgomery. 156
Ward vs. Park. 302
Warner vs. Ins. Co. of N. A. 414
Warner vs. Middlesex Mutual Assur. Co. 43
Warner vs. Sickles. 411
Washburn on Real Property. 531
Watson vs. Clark. 159
Watson vs. Mainwaring. 265
Watson vs. Wolverton. 705
Waynesboro Mutual Fire Ins. Co. vs. Conover. 894
Weaver vs. Morgan. 767
Webster vs. Phœnix Ins. Co., 744, 758, 777
Webster vs. Reid. 668
Welch vs. Jugenheimer. 790
Wellandon vs. Western Ins. Co. 751
Wellrome vs. People's Equitable Fire Ins. Co. 369
West vs. Citizens' Ins. Co. 53
West Branch Ins. Co. vs. Helfenstine, 50, 132
Westchester Fire Ins. Co. vs. Foster. 705
Westervelt vs. Gregg. 59, 60
Wetherell vs. Maine Ins. Co. 278
Wharton on Evidence. 765
Wharton on Negligence. 903
Wheeler vs. Ins. Co. 679, 680
Wheeler vs. Connecticut Mutual Life Ins. Co. 470
White vs. Barbe. 59
White vs. Dobinson. 828
White vs. Langdon. 531
White vs. Madison. 283
White vs. Republic Ins. Co. 278
Whittington vs. Doe. 104
Wilbur vs. Bowditch Mutual Fire Ins. Co. 531
Wilkinson vs. First National Fire Ins. Co. 524
Williams vs. Albany City Ins. Co. 639
Williams vs. Floyd. 840
Williams vs. Ins. Co. 838
Williamson vs. Barrett. 825

PAGE

Williamson vs. Berry.....668
Wilson vs. Genessee Mutual Ins. Co. 53
Wilson vs. Herkimer Co. Mutual Ins. Co. 214
Wilson vs. Hill.....681
Wilson vs. Ins. Co.....105
Wilson vs. Ratsall.....765
Winchester vs. Hackley... 444
Wing vs. Harvey.....613
Winspear vs. Accident Ins. Co. 478
Winters vs. Fleece.....222
Wittenham vs. Thornburgh.....316
Wood vs. Dummer.....195, 196
Wood on Louisiana.....369
Wood vs. Poughkeepsie Ins. Co....418
Wood on Insurance.67, 68, 69, 72, 74, 128, 132, 149, 260, 531, 532, 533, 534, 628, 638, 751, 752, 753, 900, 901
Woodbury Savings Bank vs. Charter Oak Ins. Co..... 74
Wright vs. Fletcher.....148
Wright vs. Moore.....514
Wright vs. Petrie.....195
Wyman vs. Prosser.....822
Wyman vs. Wyman.....823
Yates vs. Whyte.....828
York Co. vs. Central Railroad Co... 36
Youmans vs. Ins. Co.....397
Young vs. Gilbou.....534
Young vs. Mutual Life Ins. Co.757, 777